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Karen A. Yarbrough
Cook County Clerk
Date: 11/30/2021 01:42 PM Pg: 1 of 6

Prepared by and after recording return to:

Nazar Kashuba
HT LAW LLC
444. N. Wabash Ave., Suite 210
Chicago, Illinois 60611
nk@htclosings.com

41139294

LEASE WITH OPTION TO BUY

THIS LEASE is made as of the 1st day of November, 2021 ("Effective Date"), by and between M&J FINANCIAL INC, an Illinois corporation with the principal place of business at Two Northfield Plaza Suite 320, Northfield, IL 60093 (referred to in this Agreement as "Lessor") and Ivan Coss, of 2105 N Menard Ave, Chicago, IL 60639 (referred to in this agreement as "Tenants").

WITNESSETH THAT, in consideration of the rents, covenants and agreements hereinafter set forth, such parties enter into the following agreements:

1. Lessor is the legal owner of the real property commonly known as 5023 W. Diversey, Chicago, IL 60639, which is legally described as follows:

LOTS 11, 12, 13, AND 14 IN THE HULBERT FULLERTON AVENUE HIGHLANDS SUBDIVISION NO. 9, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.;

Property Index Number(s): 13-28-401-011-0000, 13-28-401-012-0000,
13-28-401-013-0000, and 13-28-401-014-0000;

Address of Real Estate: 5023 W. Diversey, Chicago, IL 60639.

2. Tenants desire to lease the Property for the period of one calendar year from the Effective Date, with option to extend the lease under this Agreement for additional one-year term.

3. During the duration of this Agreement, Tenants are also granted an option to purchase the Property from Lessor for Two Hundred Forty-Four Thousand Dollars (\$244,000.00).

SECTION I. SUBJECT OF LEASE

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Lessor is entering into a written lease agreement with Tenants and leases to Tenants property owned by Lessor located at 5023 W. Diversey, Chicago, IL 60639. The Property is fully described in paragraph 1 of the Agreement.

SECTION II. TERM OF LEASE

The Property is leased to Tenants for a period of one (1) year starting Effective Date and expiring on November 1, 2022 ("Expiration Date").

Tenants, by written notice to Lessor given no later than ninety (90) days prior to the Expiration Date, shall have one (1) option to renew this Lease for additional twelve (12) month period (the "Extension Period"), with Extension Period commencing on November 1, 2022 and ending on November 1, 2023, pursuant to all of the terms, covenants, and conditions of this Lease, provided that at the time the notice hereinabove referred to is given to Lessor, Tenants are not in default hereunder.

SECTION III. MONTHLY RENTAL

Tenants agree to pay Lessor \$3,050.00 per month ("Base Rent") as the monthly rental during the term of the lease starting on the Effective Date. Additionally, each monthly rent payment shall include 1/12th of the annual property tax bill and property insurance ("Monthly Rent" in the aggregate).

In the event this Agreement is extended for additional twelve (12) months, Tenants shall pay Monthly Rent to Lessor without demand, offset or deduction in advance upon the 1st day of each and every month, commencing on November 1, 2022.

SECTION IV. TAXES AND UTILITIES

For the duration of the lease term under this Agreement, Tenants shall be liable for the payment of all real property taxes assessed against the residential premises and shall pay the costs incurred for water and sewer services. Tenants are liable for all personal property taxes and all remaining utility charges, including, but not limited to, gas, electricity, sanitation, and telephone.

If Lessor pays any monies or incurs any expense to correct a breach of this Lease by Tenants or to do anything in this Lease required to be done by Tenants, all amounts so paid or incurred shall, on notice to Tenants, be considered an event of default under this Agreement.

SECTION V. ASSIGNMENT AND SUBLETTING

Tenants shall not assign this Agreement, or sublet, or grant any license to use the Premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting, or license without the prior written consent of Lessor or an assignment or

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subletting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.

SECTION VI. ALTERATIONS AND IMPROVEMENTS

Tenants shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenants shall, unless otherwise provided by written agreement between Lessor and Tenants, be and become the property of Lessor and remain on the Premises at the expiration or earlier termination of this Agreement.

SECTION VI. HAZARDOUS MATERIALS

Tenants shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

SECTION VII. REPAIRS

Tenants shall at all times keep the Property and all of its structural elements, including but not limited to internal walls, floors, windows, window frames and moldings, glass, doors, and appurtenances thereof (including, but not limited to, lighting, heating, electrical, plumbing, including grease trap, and systems and other mechanical equipment and appurtenances) and all other parts of the Property in good order, condition and repair.

At all times during the terms of this Agreement, Tenants shall carry comprehensive general liability insurance for the Property providing coverage of not less than \$1,000,000.00 against liability for bodily injury including death and personal injury for any one occurrence and \$500,000 property damage insurance, or a combined single limit insurance in the amount of \$1,000,000.00.

SECTION VIII. SURRENDER OF PREMISES

Upon the termination of this Agreement or any renewal term thereof, Tenants shall surrender the Property in a broom-clean condition, and in the same condition as the Premises were on the Effective Date, reasonable wear and tear excepted, and shall surrender all keys for the Property to Lessor.

SECTION IX. EVENTS OF DEFAULT

The following events shall constitute Tenants' default under this Agreement:

- the failure of Tenants to pay any rental or any other amount due hereunder for more than five (5) days after such payment is due;

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- any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenants for more than fifteen (15) days after written notice of such default shall have been given to Tenants;
- any involuntary bankruptcy proceedings are initiated against Tenants;
- Tenants files a voluntary bankruptcy proceeding or petition for reorganization;
- Tenants abandons the Premises;

Upon the occurrence of any of the above events, Lessor, in addition to other rights or remedies he may have, shall have the immediate right to terminate Tenants' right to possession of the Property and to reenter and may remove all persons and property from the Property, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenants, all without service of notice (except as provided herein) or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

If suits shall be brought for recovery of possession of the Property, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenants to be kept or performed, and a breach shall be established, Tenants shall pay to Lessor all expenses incurred therefore, including reasonable attorneys' fees. Tenants shall also pay all costs, expenses and reasonable attorneys' fees that are incurred or paid by Lessor in enforcing the terms, covenants and conditions of this Lease.

The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Tenants, Tenants' use or occupancy of the Property and/or any claim or injury or damage. In the event Lessor commences any proceedings for nonpayment of any rent, Tenants will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of Tenants' right to assert such claims in any separate action or actions brought by Tenants.

Tenants hereby expressly waive any and all rights of redemption granted by or under any present or future laws in the event of Tenants being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of the Property, by reason of the violation by Tenants of any of the terms, agreements, covenants or conditions of this Lease, or otherwise.

SECTION IX. RIGHT OF ENTRY

After providing Tenants with reasonable notice, Lessor, its agents or employees, shall have the right to enter the Premises from time to time at reasonable times to examine the same. In addition, during any apparent emergency, Lessor or its agents may enter the Property forcibly without liability therefore and without in any manner affecting Tenants' obligations under this Lease. Nothing herein contained, however, shall be deemed to impose upon Lessor any obligation, responsibility or liability whatsoever, for any care, maintenance or repair except as otherwise herein expressly provided.

SECTION X. OPTION TO BUY

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It is agreed that the Tenants shall have the right to purchase said property at any time during the term of this Agreement for the sum of Two Hundred Forty-Four Thousand Dollars (\$244,000.00) provided that twelve (12) Monthly Rent payments are made by the Tenant, and the Lessor agrees not to sell said property during said term to any other person except the Tenants during his possession of the same.

In the event the option to purchase the Property is exercised by Tenant before November 1, 2022, the purchase amount shall be increased by the total number of outstanding Monthly Rent payments until November 1, 2022.

In the event this Agreement is not extended under Section II of the Agreement, the option to purchase the Property shall expire on the Expiration Date. In the event this Agreement is extended under Section II of the Agreement, this option shall expire on November 1, 2023.

In the event Tenants exercise the Option to repurchase the Property, all Lessor's transactional costs and fees related to such transaction, including Lessor's attorneys' fees and real estate tax credits, shall be covered and paid for by Tenants.


SECTION XI. INDEMNIFICATION.

Lessor shall not be liable for any damage or injury of or to the Tenants, Tenants' family, guests, invitees, agents or employees, or to any person entering the Property or the building of which the Property is a part or to goods or equipment, or in the structure or equipment of the structure of which the Property are a part, and Tenants hereby agree to indemnify, defend and hold Lessor harmless from any and all claims or assertions of every kind and nature.

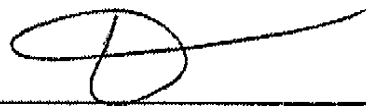
SECTION X. COPY OF LEASE

A copy of the lease to be executed by the parties is attached to this agreement and incorporated by reference.

Ivan Coss



M&J FINANCIAL INC



by Drake Blumin, Its President

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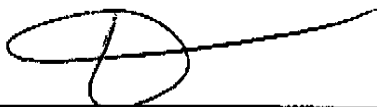
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